

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**NANJING KAPEIXI NETWORK
TECHNOLOGY CO., LTD.,**

Plaintiff,

v.

**THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A,**

Defendants.

Civil Action No. 24-cv-7674

Presiding: Judge Thomas M. Durkin

Magistrate: Judge Maria Valdez

DEFAULT FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff Nanjing Kapeixi Network Technology Co., Ltd. (“Plaintiff”) against the defendants identified on Schedule A and using the Online Marketplace Accounts identified on Schedule A attached hereto as Exhibit 1¹, and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto, which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all

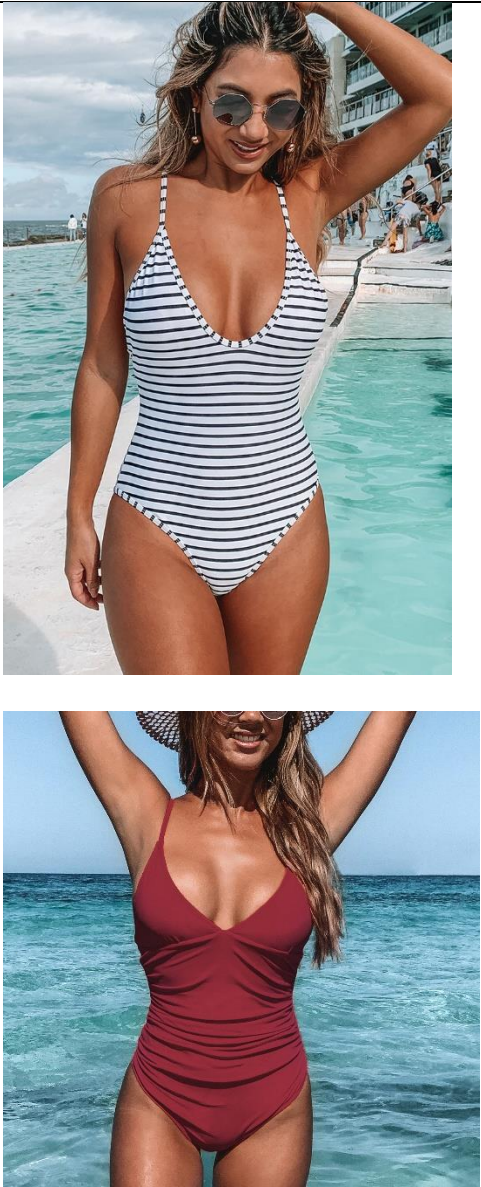
¹ “Defaulting Defendants” as used herein includes all Defendants listed on Schedule A attached hereto that have not been noted as “EXCEPTED” or “DISMISSED”.

circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts, and have sold products using infringing and counterfeit versions of Plaintiff's federally registered copyrights (the "Copyrighted Works") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the Copyrighted Works. *See* Docket No. 13, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the Copyrighted Works.

The Copyrighted Works are included in the below chart.

Registration Number	Copyrighted Images
VA 2-405-462	



VA 2-405-896



	
VA 2-405-898	 





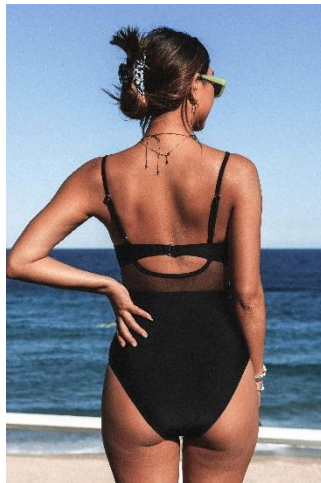
VA 2-405-617



VA 2-405-623







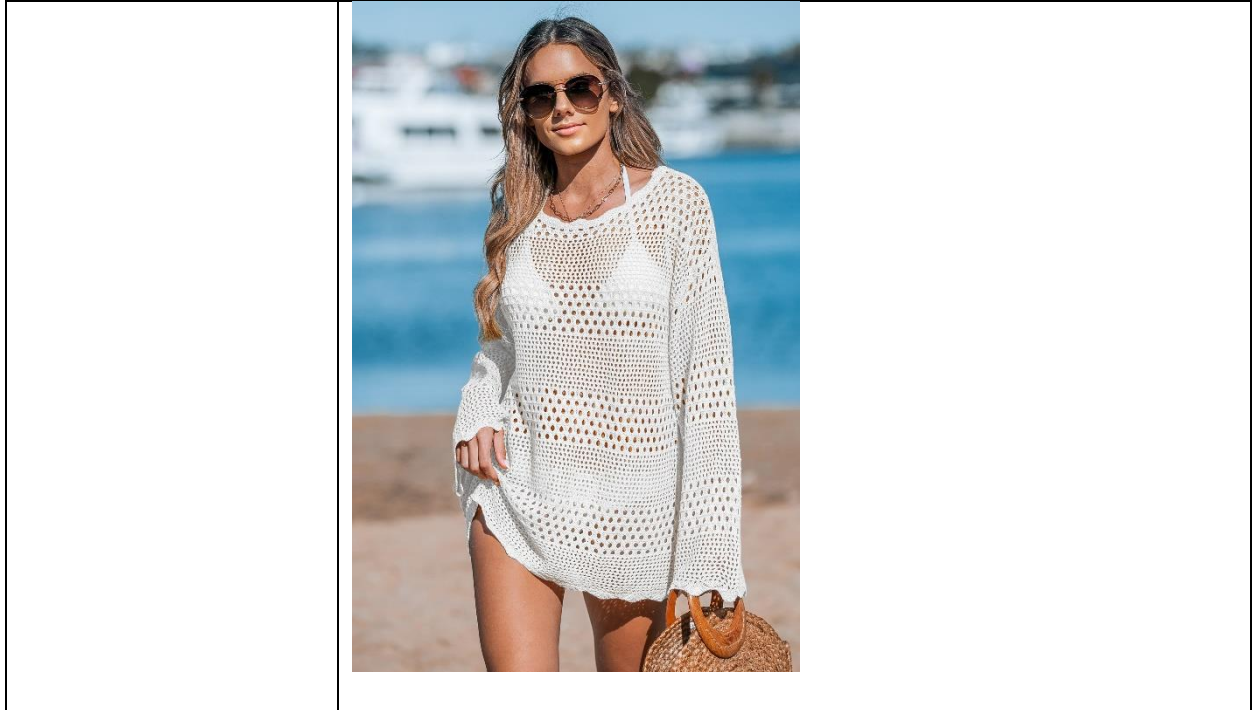
	
VA 2-405-628	











This Court further finds that Defaulting Defendants are liable for willful copyright infringement, (17 U.S.C. § 504).

Accordingly, this Court, finding no reason for just delay, orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the Copyrighted Works or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine product made by Plaintiff or not authorized by Plaintiff to be sold;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine product made by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale that constitute or include the Copyrighted Works, or any reproductions, counterfeit copies or colorable imitations.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), Walmart, Temu, and Dhgate (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell counterfeit and infringing goods using the Copyrighted Works; and

b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Copyrighted Works or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine product made by Plaintiff or not authorized by Plaintiff to be sold.

3. Upon Plaintiff's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the Copyrighted Works.
4. Pursuant to 17 U.S.C. § 504, Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of fifty thousand dollars (\$50,000) for willful use of counterfeit copyrights on products sold through at least the Defendant Internet Stores. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), Alipay, Alibaba, Walmart, Temu, Wish.com, Ant Financial Services Group ("Ant Financial"), and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.

6. All monies (up to the amount of the statutory damages awarded in Paragraph 5 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third-Party Providers such as PayPal, Alipay, Alibaba, Wish.com, Walmart, Temu, Ant Financial, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Wish.com, Walmart, Temu, Ant Financial, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 1 to the Declaration of Micah Samuel and any e-mail addresses provided for Defaulting Defendants by third parties.
9. The thirty-eight-thousand-dollar (\$38,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Whitewood Law PLLC. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Final Judgment.

Dated: March 3, 2025

ENTERED:

A handwritten signature in black ink, reading "Thomas M. Durkin". The signature is written in a cursive style with a large, stylized 'T' and 'D'.

Thomas M. Durkin
United States District Judge

Schedule A

DOE	Platform	Store Name	Store ID
1	Amazon	DISMISSED	DISMISSED
2	Amazon	DISMISSED	DISMISSED
3	Amazon	prime day deals 2024--mnadsk	A20BY60B7ZX6XJ
4	Amazon	DISMISSED	DISMISSED
5	Amazon	zwy13598882780	A273ST24KVTD8M
6	Amazon	fuahas	A29GGRNJUPUY6I
7	Amazon	qingyushe	A2DOGQ6EL784UC
8	Amazon	DISMISSED	DISMISSED
9	Amazon	wenmuriyongpinbaihuo	A2G5FDR7ZDZ8PL
10	Amazon	DISMISSED	DISMISSED
11	Amazon	DISMISSED	DISMISSED
12	Amazon	EXCEPTED	EXCEPTED
13	Amazon	DISMISSED	DISMISSED
14	Amazon	DISMISSED	DISMISSED
15	Amazon	DISMISSED	DISMISSED
16	Amazon	DISMISSED	DISMISSED
17	Amazon	DISMISSED	DISMISSED
18	Amazon	DISMISSED	DISMISSED
19	Amazon	沈阳亚旺文具有限公司	A3N6YBFCOXV2O9
20	Amazon	DISMISSED	DISMISSED
21	Amazon	Holzmary	A3SVA7NRR7SBBJ
22	Amazon	DISMISSED	DISMISSED
23-1	Amazon	DISMISSED	DISMISSED
23-2	Amazon	DISMISSED	DISMISSED
23-3	Amazon	DISMISSED	DISMISSED
24	Amazon	Bather Dreaming	A7ZL63PMDZGQG
25	Amazon	DISMISSED	DISMISSED
26	Amazon	DISMISSED	DISMISSED
27	Amazon	DISMISSED	DISMISSED
28	Amazon	DISMISSED	DISMISSED
29	Amazon	YS Clothing Store (10-15 Days Delivery)	AMSTKJIOQUPFL
30	Amazon	MLXDZS	APFW7LUHTVRM3
31	TEMU	Dream of the King	634418211036071
32	TEMU	Guangzhou Yashi Clothing	2968871503866
33	TEMU	JuJu Clothing House	3882563737624
34	TEMU	Missshe	634418212840855
35	TEMU	DISMISSED	DISMISSED
36	TEMU	DISMISSED	DISMISSED
37	walmart	DISMISSED	DISMISSED
38	walmart	DISMISSED	DISMISSED